

# Exhibit A

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

NYAB COLLECTION, INC. D/B/A  
ROYAL JEWELERS,

Plaintiff,

vs.

GREAT AMERICAN INSURANCE  
GROUP D/B/A GREAT AMERICAN  
INSURANCE COMPANY OF NEW  
YORK,

Defendant.

CIVIL ACTION NO. 3:17-cv-01771

**EXHIBIT A**

1. Index of All Documents Filed in the State Court Action
2. Docket Sheet in the State Court Action
3. Documents filed in the State Court Action
  - a. Plaintiffs' Original Petition  
Filed: June 8, 2017
  - b. Return of Service on Defendant Great American Insurance Group d/b/a Great American Insurance Company  
Served: June 12, 2017  
Filed: June 19, 2017
  - c. Defendant Great American Insurance Group's Original Answer and Defenses to Plaintiff's Original Petition  
Filed: June 30, 2017

# Exhibit A-1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

NYAB COLLECTION, INC. D/B/A  
ROYAL JEWELERS,

Plaintiff,

vs.

CIVIL ACTION NO. 3:17-cv-01771

GREAT AMERICAN INSURANCE  
GROUP D/B/A GREAT AMERICAN  
INSURANCE COMPANY OF NEW  
YORK,

Defendant.

## **INDEX OF DOCUMENTS FILED IN THE STATE COURT ACTION**

Documents filed and all orders entered in the state court action as listed below:

1. Plaintiffs' Original Petition  
Filed: June 8, 2017
2. Return of Service on Defendant Great American Insurance Group d/b/a Great American Insurance Company  
Served: June 12, 2017  
Filed: June 19, 2017
3. Defendant Great American Insurance Group's Original Answer and Defenses to Plaintiff's Original Petition  
Filed: June 30, 2017

# Exhibit A-2

## Case Information

DC-17-06845 | NYAB COLLECTION INC vs. GREAT AMERICAN INSURANCE GROUP

Case Number	Court	File Date
DC-17-06845	193rd District Court	06/08/2017
Case Type	Case Status	
CNTR CNSMR COM DEBT	OPEN	

## Party

PLAINTIFF	Active Attorneys ▾
NYAB COLLECTION INC	Lead Attorney
Aliases	RICHERSON, JASON
DBA ROYAL JEWELERS	Retained
	Work Phone
	214-935-1439 
	Fax Phone
	214-935-1443 

DEFENDANT	Active Attorneys ▾
GREAT AMERICAN INSURANCE GROUP	Lead Attorney
Aliases	TIPPETT, TODD M
DBA GREAT AMERICAN INSURANCE COMPANY OF NEW YORK	Retained
Address	Work Phone
CT CORPORATION 1999 BRYAN ST.	214-742-3000 
STE 900	Fax Phone
DALLAS TX 75201	

214-760-8994

## Events and Hearings

06/08/2017 NEW CASE FILED (OCA) - CIVIL

06/08/2017 ORIGINAL PETITION ▾

Original Petition NYAB.pdf

06/08/2017 CASE FILING COVER SHEET ▾

Civil Case Info Sheet 6-8-17.pdf

06/08/2017 ISSUE CITATION ▾

Comment

COPY PUT IN BOX 6/8/17 \*NH

06/08/2017 CITATION ▾

Anticipated Server

CONSTABLE 1

Anticipated Method

Actual Server

CONSTABLE 1

Returned

06/19/2017

06/19/2017 RETURN OF SERVICE ▾

GREAT AMERICAN INS GROUP

Comment

CIT EXEC 6/12/17 PCT 1

Case 3:17-cv-01771-G Document 1-3 Filed 07/06/17 Page 8 of 26 PageID 16

06/30/2017 ORIGINAL ANSWER - GENERAL DENIAL ▾

Def Great American's Orig Ans.pdf

Comment  
(SUBMITTED)

## Financial

NYAB COLLECTION INC		
Total Financial Assessment		\$381.00
Total Payments and Credits		\$381.00
6/8/2017 Transaction		\$381.00
Assessment		
6/8/2017 CREDIT CARD -	Receipt # 36310-	NYAB COLLECTION
TEXFILE (DC)	2017-DCLK	INC (\$381.00)

## Documents

Original Petition NYAB.pdf

Civil Case Info Sheet 6-8-17.pdf

GREAT AMERICAN INS GROUP

Def Great American's Orig Ans.pdf

# Exhibit A-3

# Exhibit A-3-a

Nikiya Harris

CAUSE NO. DC-17-06845

## **PLAINTIFF'S ORIGINAL PETITION**

COMES NOW,

Plaintiff NYAB COLLECTION INC. D/B/A ROYAL JEWELERS hereinafter (Plaintiff) files its Original Petition complaining of Defendant GREAT AMERICAN INSURANCE GROUP D/B/A GREAT AMERICAN INSURANCE COMPANY OF NEW YORK. (Defendant) for breach of contract, Unfair Settlement Practices, and bad faith.

## **I. Discovery Control Plan**

1.1. The Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

## II. Parties and Service of Citation

2.1. Nyab Collection Inc. D/B/A Royal Jewelers is a company located at: 3662 W. Camp Wisdom Road, Ste. 2077, Dallas, Texas 75237.

2.2. Defendant may be served as follows:

2.3 Defendant, Great American Insurance Group D/B/A Great American Insurance Company of New York may be served at: Ct Corporation 1999 Bryan St Ste 900 Dallas TX 75201.

### III. JURISDICTION

3.1 This Court has subject matter jurisdiction over this action as Plaintiff's damages exceed the minimum jurisdictional limits of this Court

### IV. VENUE

4.1 Venue is proper in Dallas County for the following reasons:

A. The events leading up to the cause of action occurred in Dallas County.

B. Venue is proper because Defendant has done business in the county of suit.

### V. BACKGROUND

5.1 On or about September 7, 2016, the Plaintiff through a broker submitted a signed application for Jewelers Block Coverage to Defendant Great American Insurance Company of New York. At the time of submission, the broker listed no prior losses by Plaintiff. The Policy was issued to Plaintiff and the balance of the premium was paid in full.

5.2 On or about February 1, 2017, the Plaintiff's jewelry store was robbed at gunpoint wherein store lost approximately \$188,000.00 in inventory. The Plaintiff in turn filed a claim with Defendant for the losses. After investigation, Examination Under Oath, and review of records obtained from Plaintiff, the Defendant rescinded its Policy.

5.3 The Defendant cited failure to list previous losses as its reason for rescinding the

policy. Upon request, Defendant failed to produce the clause that provides for the policy recession. The relevant part of the policy states:

**General Conditions**

**A. Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. the Covered Property;
3. your interest in the Covered Property; or
4. a claim under this Coverage Part

5.4 Plaintiff replied to Defendant citing aforementioned clauses and noted it did not include the grounds for recession cited by Defendant. It is upon this basis Plaintiff now sues.

**VI. BREACH OF CONTRACT**

6.1 Plaintiff hereby incorporates 1.1-5.4 as listed herein.

6.2 There are binding agreements between Plaintiff and Defendant. Plaintiff tendered payment of its premium to the defendant.

6.3 Defendants breached the contract in its entirety by not paying loss claim amount and rescinding policy.

6.4 The Plaintiff sustained significant damages as a result.

6.5 To-date the claim amount of approximately \$188,000.00 remains unpaid in its entirety.

**VI. Sec. 541.060. UNFAIR SETTLEMENT PRACTICES**

- 7.1 Plaintiff hereby incorporates 1.1-6.5 as listed herein.
- 7.2 Plaintiff presented a valid claim of loss to Defendant.
- 7.3 Defendant rescinded Plaintiff's policy.
- 7.4 There was no reasonable basis to rescind and deny Plaintiff's claim sustained significant damages as a result.
- 7.5 The Defendant knew or should have known that its provided rationale was not covered by the grounds of recession in the policy.
- 7.6 The Plaintiff request treble damages.

**VI. COMMON LAW BAD FAITH**

- 8.1 Plaintiff hereby incorporates 1.1-6.5 as listed herein.
- 8.2 Plaintiff presented a valid claim of loss to Defendant.
- 8.3 Defendant rescinded Plaintiff's policy.
- 8.4 There was no reasonable basis to rescind and deny Plaintiff's claim sustained significant damages as a result.

8.5 The Defendant knew or should have known that its provided rationale was not covered by the grounds of recession in the policy.

8.6 The Plaintiff request treble damages.

#### **VII. QUANTUM MERUIT**

9.1 Plaintiff hereby incorporates 1.1-8.6 as listed herein.

9.2 Alternatively, Plaintiff is entitled to recover the claim amount under the equitable theory of quantum meruit.

9.3 Plaintiff provided valuable payment of its premium to Defendant. Defendant accepted Plaintiff's premium and under such circumstances, had reasonable notice that Plaintiff expected to be paid should a claim arise. However, Defendant failed to pay Plaintiff's claim.

9.4 The usual, customary, and reasonable charge for Plaintiff's unpaid claim is the reasonable value of the losses sustained as a result of the theft.

9.5 Under this cause of action, Plaintiff seeks recovery of the claim amount, as well as its reasonable attorneys' fees, expert fees, costs, and interest as alleged below.

#### **X. ATTORNEY'S FEES**

10.1. If allowed, Plaintiff also seeks attorney's fees. It was necessary for Plaintiff to secure the services of Jason Richerson, a licensed attorney, to protect and preserve the Plaintiff's rights. Defendant should be ordered to pay reasonable attorney's fees, expenses, and costs

through trial and appeal, and a judgment should be rendered in favor of this attorney and against Defendant and be ordered paid directly to Plaintiff's attorney, who may enforce the judgment in the attorney's own name. Plaintiff's request post-judgment interest as allowed by law.

**XI. TRCP 47c**

11.1 Plaintiff's claims monetary relief of monetary relief over \$200,000 but not more than \$1,000,000; and a demand for judgment for all the other relief to which the party deems itself entitled, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fee. *Texas TRCP 47*

**XII. PRAYER**

WHEREAS, PREMISES CONSIDERED, Plaintiff prays the Defendant be cited in Terms of law to answer herein and that upon final trial, Plaintiff recover all damages which it is entitled, all costs of Court, attorney's fees, pre and post-judgment interest, and for further and other relief, whether in law or in equity, to which Plaintiff may show themselves justly entitled.

DATED: June 6, 2017.

/s/ Jason J. Richerson  
Jason J. Richerson  
Richerson Law Firm  
Texas Bar No. 24079207  
306 East Randol Mill, Suite 160  
Arlington, Texas, 76011  
Phone: 214-935-1439  
Fax: 214-935-1443  
[info@richersonlawfirm.com](mailto:info@richersonlawfirm.com)

# Exhibit A-3-b

**CONSTABLE'S RETURN**

**NYAB COLLECTION INC. D/B/A ROYAL JEWELERS VS. GREAT AMERICAN INSURANCE GROUP D/B/A GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**

**Style of Case:**

Came into hand, this 9 day of JUNE, 20 17 AT 12:49  
o'clock P M. by executing and delivering a CITATION issued out of the  
state of TEXAS under cause number: DC-17-06845-L 12 day  
JUNE, 20 17, at 3:19 o'clock P M., to:

personally delivered/served true and correct copies of same.

**OTHER NOTES:**

pursuant to Rule 106/Rule 536, to an occupant:  
over the age of 16 years.

pursuant to Rule 106/Rule 536, by securely attaching  
and/or affixing to the \_\_\_\_\_ of the defendant's last known place of  
 business  abode.

**GREAT AMERICAN INSURANCE GROUP D/B/A GREAT AMERICAN INSURANCE COMPANY**  A Corporation  A Business

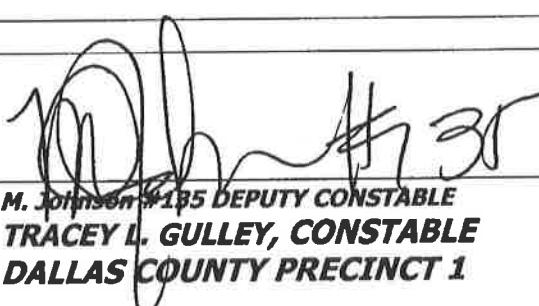
Name: CT CORPORATION  President  Vice-President  Registered Agent

By delivering to the defendant's registered agent for service, **C.T. CORPORATION SYSTEM**,  
through Their authorized agent to accept service: **LAURA PEREZ SOP INTAKE ASSOCIATE**  
at **1999 BRYAN ST STE 900 Dallas, Texas 75201**.

Service Address: 1999 BRYAN ST STE 900 DALLAS TEXAS 75201

RETURNED TO COURT AND/OR PLAINTIFF FOR THE FOLLOWING REASONS:

Service Fees: \$ 80.00

  
M. Johnson #185 DEPUTY CONSTABLE  
TRACEY L. GULLEY, CONSTABLE  
DALLAS COUNTY PRECINCT 1

COUNTY OF DALLAS

STATE OF TEXAS

  
SIGNED AND SWORN BY SAID \_\_\_\_\_  
Day of 20 17, to certify which, witness my hand and seal of office.

before me, this \_\_\_\_\_

NOTARY PUBLIC-IN AND FOR THE STATE OF TEXAS

PCT-1

## CITATION

To: **GREAT AMERICAN INSURANCE GROUP, D.L.L.C.**  
**GREAT AMERICAN INSURANCE COMPANY**  
**C.T. CORPORATION 1999 BRYAN STREET SUITE 900**  
**DALLAS, TEXAS**

**GREETINGS:** You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 193rd District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being NYAB COLLEGE, E. C. &  
JEWELERS  
Filed in said Court 8th day of June, 2017 against  
GREAT AMERICAN INSURANCE GROUP D/B/A GREAT AMERICAN INSURANCE  
COMPANY OF NEW YORK

For Suit, said suit being numbered DC-17-06845-L, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this  
citation. If this citation is not served, it shall be returned unexecuted.

**Attorney for Plaintiff**  
JASON RICHERSON  
RICHERSON LAW FIRM  
306 EAST RANDOL MILL STE 160  
ARLINGTON, TEXAS 76011  
214-935-1439

2017 JUL -9 PM 12:49  
DALLAS, TEXAS  
S. Point 17201  
Dallas, County, Texas  
Dépôt

CONSTABLES OFFICER, M.L.I.

DAULS COUNTY CONSTABLE  
Fees Not  
Paid



**OFFICER'S RETURN**

Case No. : DC-17-06845

Court No. 193rd District Court

Style: NYAB COLLECTION INC

vs.

**GREAT AMERICAN INSURANCE GROUP**

**JUN 09 2017**

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_, by delivering to the within named \_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

**TRACEY GULLEY, CONSTABLE  
DALLAS COUNTY PRECINCT 1**

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_  
For Notary \$ \_\_\_\_\_  
By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

# Exhibit A-3-c

## CAUSE NO. DC-17-06845-L

NYAB COLLECTION, INC. D/B/A  
ROYAL JEWELERS,

Plaintiff,

vs.

GREAT AMERICAN INSURANCE  
GROUP D/B/A GREAT AMERICAN  
INSURANCE COMPANY OF NEW  
YORK,

Defendant.

§ IN THE DISTRICT COURT OF

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

**AFFIRMATIVE AND OTHER DEFENSES**

**First Defense**

2. Plaintiff's claims are barred, in whole or in part, by Plaintiff's intentional concealment, misrepresentation, or fraud of a material fact made during the policy application process.

**Second Defense**

3. Plaintiff's claims are barred, in whole or in part, to the extent Great American lawfully rescinded the policy at issue upon acquiring information that Plaintiff made a material misrepresentation, breach of a condition of the policy at issue, in order to obtain Jewelers Block Coverage. As a result, there is no insurance policy and/or contract on which the Plaintiff may make a breach of contract claim, and thus Plaintiff has no viable cause of actions.

**Third Defense**

4. In the alternative, Plaintiff's claims are subject to all terms, conditions, limitations, sublimits exclusions, and deductibles contained in insurance policy number 1-51-71-64-00 (the "Policy") issued by Great American to Plaintiff.

**Fourth Defense**

5. In the alternative, Plaintiff's claims are barred, in whole or in part, to the extent the damage, if any, was not property covered by the Policy.

**Fifth Defense**

6. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff failed to state a claim upon which relief can be granted, or to the extent Plaintiff is not a proper party.

**Sixth Defense**

7. Plaintiff's claims are barred, in whole or in part, to the extent failed to cooperate during the investigation and adjustment of the claim at issue.

**Seventh Defense**

8. Plaintiff's claims are barred, in whole or in part, by Plaintiff and/or its agents' failure to meet all conditions precedent to the recovery Plaintiff now seeks under the Policy.

**Eighth Defense**

9. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff and/or its agents' acts or omissions proximately caused or contributed to Plaintiff's damages.

**Ninth Defense**

10. Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of laches, estoppel, waiver, and unclean hands.

**Tenth Defense**

11. Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of laches, estoppel, waiver, and unclean hands

12. Great American specifically reserves the right to claim additional defenses, affirmative and otherwise, as additional information becomes known during the litigation.

**ATTORNEYS' FEES AND COURT COSTS**

13. Great American intends to prove and see a finding that this suit was brought in bad faith or for the purpose of harassment, which entitles Great American to attorneys' fees and court costs under Texas Insurance Code § 541.153.

**PRAYER**

Great American prays that (i) Plaintiff's claims for relief be denied in their entirety, (ii) Plaintiff take nothing by its claims, and (iii) Great American be granted such other and further relief to which they may be justly entitled.

Respectfully submitted,

**ZELLE LLP**

By: /s/ Todd M. Tippett

Todd M. Tippett  
Texas Bar No. 24046977

TTippett@zelle.com

Victoria L. Vish

Texas Bar No. 24089850

vvish@zelle.com

901 Main Street, Suite 4000

Dallas, TX 75202-3975

Telephone: 214-742-3000

Facsimile: 214-760-8994

**ATTORNEYS FOR DEFENDANT GREAT  
AMERICAN INSURANCE COMPANY OF  
NEW YORK (INCORRECTLY NAMED AS  
GREAT AMERICAN INSURANCE GROUP  
D/B/A GREAT AMERICAN COMPANY OF  
NEW YORK)**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of Defendant Great American Insurance Group d/b/a Great American Insurance Company of New York's Answer and Defenses to Plaintiff's Original Petition has been served this 30th day of June, 2017, by electronic filing as follows:

Jason Richerson  
State Bar No. 24079207  
[info@richersonlawfirm.com](mailto:info@richersonlawfirm.com)  
RICHERSON LAW FIRM  
306 East Randol Mill, Suite 160  
Arlington, Texas 76011  
Telephone: 214-935-1439  
Facsimile: 214-935-1445

**ATTORNEY FOR PLAINTIFF**

*/s/ Todd M. Tippett*  
Todd M. Tippett